

**FREEDOM BROADCASTING OF OREGON, INC., a wholly-owned subsidiary of Freedom Broadcasting, Inc.
Medford, Oregon**

Ladies and Gentlemen:

Reference is made to the CBS Television Network Affiliation Agreement between us, as amended, without limitation, by those certain letter agreements dated September 23, 1998 (the "1998 Amendment"), October 22, 2001 (the "2001 Amendment"), December 2, 2003 (the "2003 Amendment"), July 14, 2006, as clarified by Clarification dated August 21, 2006, (the "2006 Amendment"), and the amendment entered during 2009 dealing with, *inter alia*, the amount of Broadcaster's Annual NFL Contribution (the "2009 Amendment") (the 1998 Amendment, 2001 Amendment, 2006 Amendment and 2009 Amendment, collectively, the "NFL Amendments"), relating to broadcast station KTVL at Medford, Oregon, and other agreements between us with respect thereto (collectively, the "Affiliation Agreement").

By this amendment (the "2012 Amendment"), you and we have agreed to further amend the Affiliation Agreement as follows. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Affiliation Agreement.

1. In order to extend certain provisions of the Affiliation Agreement that otherwise would expire on August 31, 2012:

i. The definition of "*NFL Agreement*" shall be amended to reflect the extension of CBS Network rights to telecast NFL games through the 2013-14 NFL Season.

ii. The definition of the term "*NFL Broadcast Period*" shall be amended to extend from September 1, 2009, through August 31, 2014.

iii. It is acknowledged that the provisions of the Affiliation Agreement dealing with (a) Exclusivity Arrangements or Additional Exclusivity Arrangements, as the case may be, (b) Affiliated Station's NFL Inventory, (c) Affiliated Station's SEC Inventory, and (d) Affiliate Participation in certain revenues

(i.e., Video on Demand and Internet Streaming revenues), will remain in effect through the NFL Broadcast Period, i.e., through August 31, 2014.

iv. Subject to the amendments set forth herein, all other provisions of the NFL Amendments that would otherwise expire as of August 31, 2012, shall be extended through the NFL Broadcast Period, i.e., through August 31, 2014.

2. In order to correct a previous error in transcribing the parties' agreement as to the minimum number of 30-second units of Inventory to be made available for sale by Broadcaster in or adjacent to back-to-back NFL Games, subparagraph (iii) of the provision concerning NFL Inventory shall be amended by substituting the words "twenty-seven (27)" for "twenty-eight (28)" in said subparagraph.

3. To reflect an adjustment in Affiliated Station's Annual NFL Contribution, the following shall be added at the end of the applicable paragraph of the Affiliation Agreement:

Effective from September 1, 2012, to August 31, 2014,
Affiliated Station's Annual NFL Contribution shall [REDACTED]
[REDACTED] set forth in Schedule A, which is
made a part hereof.

4. To the extent that the Affiliation Agreement is renewed, amended or modified prior to August 31, 2014, the provisions concerning (a) Exclusivity Arrangements or Additional Exclusivity Arrangements, as the case may be, (b) Affiliated Station's NFL Inventory, (c) Affiliated Station's SEC Inventory, and (d) Affiliate Participation in certain revenues (i.e., Video on Demand and Internet Streaming revenues), and other provisions of the NFL Amendments (as extended and/or amended), shall be incorporated in their entirety in such amendment to, or renewal of, this Affiliation Agreement with respect to any period before August 31, 2014, and such provisions will not be amended or modified by CBS without the approval of The Board of Directors of CBS Television Network Affiliates Association, which approval may be granted or withheld in its sole and absolute discretion.

5. To the extent that the Affiliation Agreement is renewed, amended or modified prior to December 31, 2014, the provisions of the 2003 Amendment (as extended and/or amended), shall be incorporated, in their entirety in such amendment to, or renewal of, this Affiliation Agreement with respect to any period before December 31, 2014, and such provisions will not be amended or modified by CBS without the approval of The Board of Directors of CBS Television Network Affiliates Association, which approval may be granted or withheld in its sole and absolute discretion.

In all other respects, the terms of the Affiliation Agreement, as amended, are hereby confirmed and ratified.

Please signify your agreement to the foregoing by executing the Agreement in the space indicated below and returning one original executed copy of the same to Kim Haines, CBS Affiliate Relations, 7th Floor, 51 West 52 Street, New York, New York 10019.

Very truly yours,

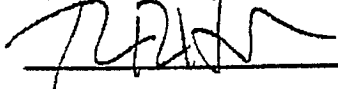
CBS Affiliate Relations
A Unit of CBS Corporation

By: 

Name: Diana Wilkin

Title: President

Agreed and Accepted this ____ day of ____, 2011.

 2/9/12
KVL

Mr. Tom Herwitz
President
Freedom Broadcasting, Inc.
17666 Fitch
Irvine, CA 92614

NFL Fee Schedule

**Freedom
Broadcasting, Inc.**

Market	Station	Annual Payments (effective 9/1/12)
Medford-Klamath Falls	KTVL	